

Union Pacific Corporation



6516-18
RECORDATION NO. FILED 1425

NOV 7 1989 - 10 10 AM

Jack E. Jerrett
Senior Corporate Attorney

October 27, 1989

INTERSTATE COMMERCE COMMISSION

AIRBORNE EXPRESS

9-311A003

Hon. Noreta R. McGee
Secretary
Interstate Commerce Commission
17th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

Re: Missouri Pacific Railroad Equipment
Trust Series JJ; Agreement dated as
of March 15, 1972

Dear Ms. McGee:

Enclosed please find an original and two counterparts of the document described below, which are to be recorded pursuant to 49 U.S.C. §11303.

The document is a Bill of Sale and Declaration of Payment, dated as of October 13, 1989, by Chemical Bank as Trustee under the above-captioned Equipment Trust Agreement, consenting that the record of its title to the equipment covered by such Equipment Trust Agreement be cancelled and discharged. The Equipment Trust Agreement is recorded under Recordation No. 6516.

I have enclosed a fee of \$13. Please return to me one stamped counterpart of the Bill of Sale and Declaration of Payment and any additional counterparts which you do not need for recordation. Kindly acknowledge your receipt of this letter and its enclosures by stamping and returning to me the extra copy of this letter which I have enclosed. A postage paid, addressed envelope is enclosed for your convenience.

Sincerely,

JEJ:nr
Enclosures
CC: Edwin A. Willis
Robert E. Bartos

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INTERSTATE COMMERCE COMMISSION

BILL OF SALE
AND
DECLARATION OF PAYMENT

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Missouri Pacific Railroad Company, a Delaware corporation (formerly a Missouri corporation) (the "Company"), and Chemical Bank, a New York corporation, as Trustee (the "Trustee"), have entered into an Equipment Trust Agreement, dated as of March 15, 1972 which was filed and recorded pursuant to 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act) on March 9, 1972 and assigned Recordation No. 6516; a Supplemental Agreement, dated as of March 5, 1975, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on March 17, 1975 and assigned Recordation No. 6516-A; a Supplemental Agreement, dated as of March 9, 1976, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on March 29, 1976 and assigned Recordation No. 6516-B; a Supplemental Agreement, dated as of June 19, 1978, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on June 27, 1978 and assigned Recordation No. 6516-C; a Supplemental Agreement, dated as of April 4, 1979, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on April 13, 1979 and assigned Recordation No. 6516-D; a Supplemental Agreement, dated as of May 30, 1980, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section

11303 on June 26, 1980 and assigned Recordation No. 6516-E; and a Supplemental Agreement, dated as of March 9, 1982, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on March 23, 1982 and assigned Recordation No. 6516-F (the Equipment Trust Agreement, as amended, being hereinafter referred to as the "Agreement") covering the construction and transfer of the units of railroad equipment (the "Equipment") described in Schedule A hereto and, pursuant to the Agreement, the Trustee has issued \$10,650,000 aggregate principal amount of Missouri Pacific Railroad Equipment Trust Certificates Series JJ; and

WHEREAS, on March 15, 1987, the Company made the final payment due under the Agreement; and

WHEREAS, the Company has paid the Trustee the full aggregate purchase price for all the Equipment, together with interest, and any and all other payments as provided in the Agreement, and the Company represents and warrants that it has performed all the covenants and conditions contained in the Agreement;

NOW, THEREFORE, the Trustee does hereby declare and acknowledge that to the best of its knowledge and belief and based on the foregoing, all the terms and conditions stipulated in the Agreement have been fully performed and that all monies payable thereunder have been fully paid.

WHEREUPON, the Trustee does hereby grant, bargain, sell and convey unto the Company, without recourse in any event, in any contingency or for any cause, the Equipment free and clear of all liens and encumbrances created in or retained by it under the

Agreement, it being understood that the Trustee makes no other covenants of title, representations or warranties, expressed or implied, in law or in equity, with respect to any other liens or with respect to any other matters relating to the Equipment, including without limitation the existence of such Equipment, that the Equipment has not been previously leased under the Agreement or that the Equipment has not become worn out, lost, destroyed or otherwise rendered unsuitable for use.

TO HAVE AND TO HOLD all and singular the Equipment unto the Company, its successors and assigns forever.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed under its corporate seal by its officers thereunto duly authorized this 13TH day of OCTOBER, 1989.

CHEMICAL BANK,
As Trustee

By: 

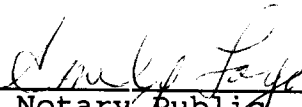
SENIOR TRUST OFFICER

Attest:



STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 13TH day of OCTOBER, 1989, before me personally appeared R. LORENZEN, to me personally known, who being by me duly sworn, said that he is a SENIOR TRUST OFFICER of Chemical Bank, the seal affixed to the foregoing instrument is the corporate seal of such corporation and the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the corporation.



Notary Public

EMILY FAYON
Notary Public, State of New York
NO. 21-4737005
Qualified in Kings County
Certificate filed in New York County
Commission Expires December 31, 1990

EQUIPMENT TRUST AGREEMENT SERIES JJ
DATED MARCH 15, 1972
DESCRIPTION OF EQUIPMENT AS OF DECEMBER 31, 1988

BOX CARS

252777			252812
252781			252817
252786			252823
252788			252829
252790	- 252792	Incl.	252831
252796	- 252797	Incl.	252835
252799			252838
252801			252843
252807			252846

BOX CARS

375501			375652	- 375655	Incl.
375503	- 375516	Incl.	375658	- 375663	Incl.
375518	- 375521	Incl.	375665	- 375675	Incl.
375523	- 375543	Incl.	375677	- 375681	Incl.
375545	- 375590	Incl.	375684		
375592	- 375593	Incl.	375686	- 375726	Incl.
375596	- 375601	Incl.	375728	- 375738	Incl.
375603	- 375611	Incl.	375740	- 375761	Incl.
375613	- 375626	Incl.	375763	- 375785	Incl.
375628	- 375650	Incl.	375787	- 375799	Incl.

BOX CARS

265900	- 265908	Incl.	266016		
265910	- 265919	Incl.	266018	- 266034	Incl.
265921	- 265924	Incl.	266037	- 266043	Incl.
265926	- 265932	Incl.	266046	- 266054	Incl.
265934	- 265936	Incl.	266056	- 266059	Incl.
265938	- 265947	Incl.	266061	- 266089	Incl.
265949			266091	- 266096	Incl.
265951	- 265957	Incl.	266098	- 266100	Incl.
265959	- 265962	Incl.	266102	- 266112	Incl.
265965	- 265991	Incl.	266117	- 266124	Incl.
265993	- 266009	Incl.	266126	- 266129	Incl.
266011			266131	- 266145	Incl.
266013	- 266014	Incl.	266147	- 266149	Incl.

BOX CARS

269036 - 269038 Incl.

FLAT CAR

819788

COVERED HOPPER CAR

723362

OPEN HOPPER CAR

582454

BAY WINDOW CABOOSE

13881

AIRSLIDE HOPPER CAR

721979